

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE COUNTY OF YUMA

| |
|---|
| NO. 4631 |
| FILED WITH SECRETARY OF STATE |
| Date Filed 9-15-78 |
| <i>Julia M. Huggs</i> Secretary of State |

A.G. # 78-619

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF YUMA, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the COUNTY is empowered by Arizona Revised Statutes Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the COUNTY. This work shall include, but not be limited to the operation and maintenance of traffic

signals and/or highway lighting at the following locations:

B-8 and Pacific Avenue (2E)

US 95 and 32nd Street

US 95 and Pacific Avenue (2E)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The COUNTY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic

signals and/or highway lighting on those State Highways which traverse within the boundaries of the COUNTY.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.


8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

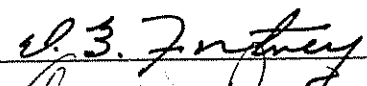
10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

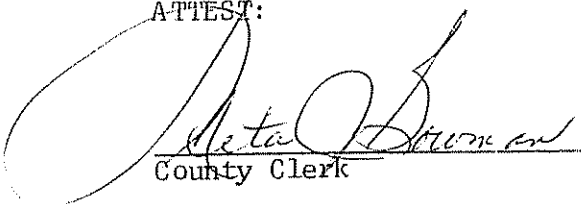
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

COUNTY OF YUMA

By: 
Title: Director, Public Works

ATTEST:


County Clerk



**Yuma County
Yuma, Arizona**

OFFICE OF THE
BOARD OF SUPERVISORS
P.O. Box 1112
Phone 782-4534

ROBT. W. KENNERLY
CHAIRMAN
GLEN H. STROHM
MEMBER
MARION BEAVER
MEMBER
NETA J. BOWMAN
CLERK
L E "GENE" BRAZEEL
COUNTY MANAGER

EXHIBIT "A"

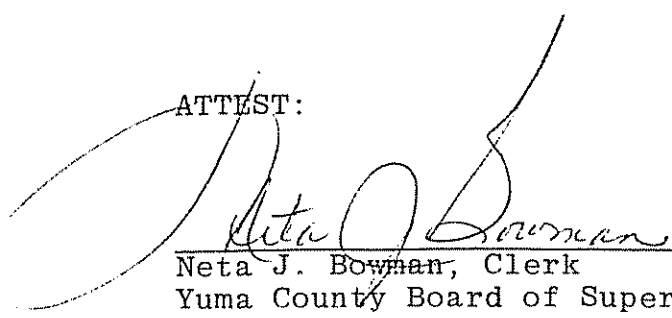
RESOLUTION

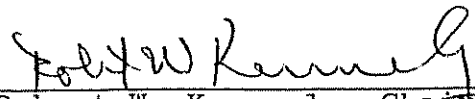
BE IT RESOLVED by the Board of Supervisors of the County of Yuma, State of Arizona as follows:

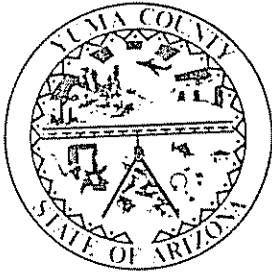
1. That the County of Yuma hereby accepts the Maintenance Intergovernmental Agreement between the State of Arizona acting by and through the Arizona Department of Transportation and the County of Yuma. This Agreement provides for the operation and maintenance of traffic signals and/or highway lighting between the State of Arizona and the County of Yuma at the following locations:
 - a. B-8 and Pacific Avenue (2E)
 - b. US 95 and 32nd Street
 - c. US 95 and Pacific Avenue (2E)
2. The Director of Public Works, Mr. Donald B. Fortney, is hereby authorized and directed to sign the Maintenance Intergovernmental Agreement on behalf of the County of Yuma, and
3. The Clerk of the Board of Supervisors, Neta J. Bowman, is hereby authorized and directed to attest to the Maintenance Intergovernmental Agreement.

DATED this 7 day of August, 1978.

ATTEST:


Neta J. Bowman, Clerk
Yuma County Board of Supervisors


Robert W. Kennerly, Chairman
Yuma County Board of Supervisors



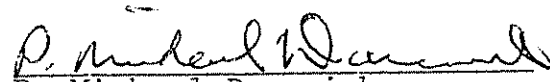
Office of
County Attorney
Yuma County
Yuma, Arizona 85364
P O Box 1048
Phone: 782-4534

Michael Irwin
Yuma County Attorney

Richard W. Donato
Chief Criminal Deputy

APPROVAL OF
INTERGOVERNMENTAL AGREEMENT

Pursuant to A.R.S. §11-952, the undersigned attorney has reviewed the proposed contract between Arizona Department of Transportation and the County of Yuma. This contract is in proper form and is within the powers and authority granted under the laws of this state to the County of Yuma.


P. Michael Donawick
Deputy County Attorney

Date July 27, 1978



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.
~~XXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 78-619 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 21st day of August, 1978.

JOHN A. LaSOTA, JR.
The Attorney General


PETER C. GULATTO
Assistant Attorney General